

DECLARATION OF ALAN D. GOMPERTS

I, Alan D. Gomperts, hereby declare as follows:

1. I am the managing member of Seaton Investments, LLC, Broadway Avenue Investments, LLC, and SLA Investments, LLC, and the authorized representative of Colyton Investments, LLC and Negev Investments, LLC, the corporate debtors and debtors in possession herein.

2. I have been intimately involved in business investments and ventures with my brother-in-law Daniel Halevy, mother-in-law Susan Halevy, and now deceased father-in-law David Halevy for decades, including all Broadway Avenue Investments, LLC ("Broadway"). As such, I am familiar with the management, operations, finances, and books and records of Broadway specifically and generally as to Susan Halevy and Daniel Halevy as they relate to Broadway.

3. The opposition to the Lease contends that the obligation to begin rent payments in month seven only triggers from six months following the issuance of a certificate of occupancy. In reviewing the Lease, I see how the opposition comes to that conclusion, but this was not my understanding of the Lease nor is it my intent. My understanding of the obligation to begin rent payments in month seven is that at some time prior to month seven, the Property has a certificate of occupancy. If the entire building has a certificate of occupancy prior to month seven then VBH will be obligated to begin rent payments at \$200,000 per month in month seven. VBH and Broadway will amend the Lease to make this clear.

4. VBH and Broadway will also amend the Lease to make clear that the reimbursement obligation for the investment made by the lessee on the upper floors is paid: (i) only from proceeds of a sale or refinance after existing liens are paid in full plus a 5% equity retention; and (ii) the amount of the reimbursement will be reduced dollar-for-dollar on account of any reimbursement already received from grants or other government subsidies lessee receives.

5. I was informed by counsel on Monday, February 17, 2025 that Streit Lending was withdrawing their LOI for the proposed loan to Broadway. In the last twenty-four hours since Streit withdrew, Broadway has already obtained an LOI from an alternate lender and is negotiating with

1 a second alternate lender. Broadway will select a new lender within the week and submit a new
2 motion for loan approval.

3 I declare under penalty of perjury under the laws of the United States of America that the
4 foregoing is true and correct.

5 Executed on this 18th day of February, 2025, at Los Angeles, California.

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